

## PROVIDENCE CITY COUNCIL MEETING AGENDA

August 11, 2015 6:00 p.m.

15 South Main, Providence UT

The Providence City Council will begin discussing the following agenda items at 6:00 p.m. Anyone interested is invited to attend.

Call to Order: Mayor Calderwood

Roll Call of City Council Members: Mayor Calderwood

Pledge of Allegiance:

### Approval of the minutes

**Item No. 1.** The Providence City Council will consider approval of the minutes of July 21, 2015 City Council meeting.

**Public Comments:** Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

**Public Hearing 6:15 pm:** The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the proposed budget adjustment (moving money that was allocated for projects that were to start during the 2015 Budget year and are continuing during the 2016 Budget year) for Fiscal Year 2016 for the Capital Project, Water, Sewer, Storm Water Funds before action is taken. The City Council invites you to attend the hearing in order to offer your comments/suggestions.

### Business Items:

**Item No. 1. Resolution 029-2015.** The Providence City Council will consider for adoption a resolution amending the Providence City 2016 Budgets for Capital Project Fund, Water Fund, Sewer Fund, and Stormwater Fund.

**Item No. 2. Resolution 030-2015.** The Providence City Council will consider for adoption a resolution appointing Gail Trowbridge to the Providence City Historic Preservation Commission.

**Item No. 3. Resolution 034-2015.** The Providence City Council will consider for adoption a resolution appointing William Baker as an alternate on the Providence City Planning Commission.

**Item No. 4. Resolution 031-2015.** The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for the Bungalow Subdivision. A 2-lot residential subdivision located generally at 486 Canyon Road.


**Item No. 5. Resolution 032-2015.** The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for the Zollinger Subdivision; a 2-lot residential subdivision. The property is located at approximately 240 South 325 West, Providence.

**Item No. 6. Resolution 035-2015.** The Providence City Council will consider for adoption a resolution selecting an auditor for the 2015 – 2019 Audits

**Staff Reports:** Items presented by Providence City Staff will be presented as information only.

**Council Reports:** Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Agenda posted the 6 day of August 2015.

  
Skarlet Bankhead  
City Recorder

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Pursuant to Utah Code 52-4-207 Electronic Meetings – Authorization – Requirements the following notice is hereby given:

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 15 South Main, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

1 **PROVIDENCE CITY COUNCIL MEETING**

2 **July 21, 2015 6:00 p.m.**

3 **15 South Main, Providence UT**

4  
5 Call to Order: Mayor Calderwood

6 Roll Call of City Council Members: Mayor Calderwood

7 Attendance: Bill Bagley, Jeff Baldwin, Ralph Call, John Drew, John Russell

8 Pledge of Allegiance: Mayor Calderwood

9  
10 **Approval of the minutes**

11 **Item No. 1.** The Providence City Council will consider approval of the minutes of July 14, 2015 City Council meeting.

12 **Motion to approve the minutes of July 14, 2015 with the following corrections: J Russell, second – B Bagley**

- 13 • Page 4, line 23 – term of last contract with Comcast 15 years.

14 **Vote: Yea: B Bagley, R Call, J Drew, J Russell**

15 **Nay: None**

16 **Abstained: J Baldwin**

17 **Excused: None**

18  
19 **Public Comments:** Citizens may appear before the City Council to express their views on issues within the City's  
20 jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total  
21 time allotted to public comment is 15 minutes. The City Council may act on an item, if it arose subsequent to the  
22 posting of this agenda and the City Council determines that an emergency exists.

- 23 • No public comments.

24  
25 Council Reports were moved to the first item on the agenda.

26 **Council Reports:** Items presented by the City Council members will be presented as informational only; no formal  
27 action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and  
28 the City Council determines that an emergency exists.

29 Mayor Calderwood:

- 30 • Had a meeting last week with Hyrum, Nibley and Providence. There was a concern as to whether or not  
31 Nibley was still interested in the interlocal agreement with Hyrum. They made it clear they are still  
32 interested. Originally Nibley and Providence were asked to buy in to the facility at \$4M a piece. Now  
33 Hyrum is consenting to an appraisal of the facility with each of the three cities sharing in the appraisal.  
34 Mayor Calderwood was pleased with the meeting. Bottom line is what is this going to cost the  
35 homeowner and is it competitive with Logan.  
36 • B Bagley asked what caused Nibley to reconsider.  
37 • Mayor said some kind of a land dispute with Logan. The Mayor of Nibley felt Logan was very unreasonable  
38 on that subject. Mayor Dustin wants to make the south valley waste water treatment plan viable. One  
39 concern was going to the DWQ to ask for \$20,000,000 then not pursuing this plan. S Bankhead is  
40 contacting Zion's Bank to see who is going to do the appraisal.  
41 • J Drew said six years ago it cost \$6M to build the plant, but it is worth a fraction of that now.  
42 • Mayor Calderwood said this is a win for Hyrum but their Mayor had to convince their council it was  
43 worthwhile.  
44 • R Call asked if there had been any discussion with Millville as they will eventually have to get off their  
45 septic system. Mayor said Millville has been approached, but said they were not interested.  
46 • J Drew asked if Millville recharging their ground water had an effect on the well in Providence that had  
47 high levels of nitrates. R Eck said there is no proof that Millville's recharge had affected our well.  
48 • Mayor Calderwood said once an appraiser decides what the facility in Hyrum is worth, that number will be  
49 divided by thirds for each of the cities that will be part of the interlocal agreement (Nibley, Hyrum and  
50 Providence).  
51 • J Drew said accepting a third of the burden may not be equitable if one city's population grows faster than  
52 another. He felt it should not be done by pro-rating. The purchase of the facility is done by an interlocal  
53 agency, not the cities. The agency assumes the debt and charges each city based on the waste water it

1 treats. That's how the bonds are paid back.

- 2 • B Bagley - no report.
- 3 • J Drew - no report.
- 4 • R Call - no report.
- 5 • J Russell - no report.
- 6 • J Baldwin - no report.

7  
8 **Public Hearing 6:15 pm:** Prior to making a decision on the Petition for Annexation, the City Council is holding a  
9 public hearing. The property described in the annexation petition is located adjacent to the northeast boundary of  
10 Providence City (approximately 500 north 400 east); and is comprised of Parcel No.s 02-004-0013, 02-004-0014,  
11 02-005-0003, 02-004-0015, 02-004-0019; containing 32.22 acres. The purpose of the public hearing is to provide an  
12 opportunity for anyone interested to comment on the proposal before action is taken. The City Council invites you  
13 to attend the hearing in order to offer your comments.

- 14 • Mayor opened public hearing at 6:15 pm.
- 15 • Mimi Recker, 280 N. 300 East. Asked who owns the property. S Bankhead said Stan Checketts Properties  
16 LC owns some of the property and Barbara Rinderknecht owns some of the property. M Recker asked  
17 about the agricultural easement. S Bankhead said some of it did have ag protection, but it was not a  
18 permanent easement. It was not a perpetual conservation area. M Recker asked what the zone will be if it  
19 gets annexed. S Bankhead said the developers have requested SFT, which is what is shown on the Master  
20 Plan for that area. M Recker is not in favor of the annexation, she feels it is too much for the city to take  
21 on and isn't sure this should be Providence's problem. It will be an expensive impact on residents for  
22 years to come. Estimates of 500 people living up there, big weight on infrastructure, there will be costs for  
23 upgrading roads and residents will have to bear that cost. Sewage and water are big concerns. She does  
24 not know what the cost benefit will be. Negative environmental impact includes storm water runoff,  
25 landslides, flooding, decrease of open space, wildlife impact. No turning back if we take this step.
- 26 • Cory Bowers, lives in River Heights, but hopes to live in Providence. He is in favor of the annexation.  
27 Wants to live in Providence for all the reasons current residents want to live here. He feels it is a fallacy to  
28 think this should be somebody else's problem. At least if Providence annexes that property, they will have  
29 a say in what happens there. River Heights went through the same issue a few years ago. They did not  
30 want to support a development, the development went in, but the city is now getting no tax benefit for  
31 the development. He thinks it will be a great community for everybody.
- 32 • B Bagley addressed comments from Mimi Recker. Only 32 acres will be annexed, with approximately 2.5  
33 homes per acre.
- 34 • Cindy Miller had a concern about development going in above the annexation in the future.
- 35 • Mayor said only 32 acres will be developed. There are restrictions on how many homes can be built. There  
36 will be approximately 30 homes because the only have one exit. Likely, future development will come  
37 above the annexation.
- 38 • J Baldwin said the issue has been addressed in the Master Plan. Traffic flow will go north and drop onto  
39 5<sup>th</sup> North. Its not all coming down to 400 East. The roads will distribute the traffic in a north/south flow.
- 40 • R Call said the annexation is separate from development. The request for annexation came from  
41 developers so once it is annexed development will come in. When Cove development went in it looked  
42 like it was going to exit traffic in his yard, he opposed the development in general. However, the property  
43 has been developed and he likes what has happened. There are homes with good neighbors rather than  
44 deer. Great improvement to what it was previously.
- 45 • Karen Bindrup asked why this is happening right now. Wondered if the city was caving to pressure from  
46 developers.
- 47 • Mayor said it has gone through a methodical process. The developer has been very cooperative, they  
48 have agreed to everything the city has asked for. Once annexed, they will have to follow the subdivision  
49 ordinance.
- 50 • R Call said two ways an annexation can occur; one is by the city's request and the other is by property  
51 owner's request. This was a request from the property owners.
- 52 • J Drew said water and sewer has already been addressed in previous council meetings. There is water and  
53 sewer capacity to handle not only this development, but the remainder of property all the way up to the



1 deer fence.

- 2 • Danny Macfarlane, civil engineer on the project. He did an analysis at city's request specifically looking at  
3 water, sewer and storm water drainage off the hillside. There is more than adequate capacity. As  
4 development continues in that area, there are water and sewer lines that can take the development.  
5 Storm water had adequate drainage pathways. Partial roadway cross sections were requested and have  
6 been researched. . He is a resident of Providence and is a proponent of development. Open space is  
7 important and should be part of a comprehensive plan.
- 8 • Ned Miller, lives in that area and will be affected by the development more so than anyone. Due diligence  
9 that has been done in formulating the project is understood. More than half the lots are already reserved,  
10 developers have allowed the lots to be reserved and money has been collected for those lots prior to the  
11 annexation approval. Economics is driving the project for the developer, land owner and the City. It will  
12 also have an impact on his life over the next few years with all the construction of homes and  
13 infrastructure going in. He likes living in Providence. He is not in favor of the annexation, but feels he  
14 cannot do anything to stop it. Will probably approach the city with a request for a 12' fence. He hopes the  
15 city will hold the developers to the promises that have been made. Asked what lot size was for SFT. S  
16 Bankhead said 12,000 sf. Asked if the council would consider SFL. He would love to see that zone to limit  
17 future impact.
- 18 • Reed Bindrup said more than 20 years ago there was supposed to be a road coming out of Logan Canyon  
19 above first dam, connecting to 500 North. The week before he moved in, Providence City said they would  
20 not give him water until he deeded over one rod of property over 900' in length. That is now going to be  
21 used for the roadway for the development. Providence did not compensate him for the right of way. He  
22 feels like this property was stolen from him by the City.
- 23 • S Bankhead received phone call from Carol Gunnell, Barbara Rinderknecht's daughter. Carol said Barbara  
24 signed the annexation agreement willingly. She is not interested in development or selling her property.  
25 That will not be part of the development. The development will be Stan Checketts' Property.
- 26 • Cory Bowers said he tried to buy that property, but was denied that opportunity.
- 27 • Karen Bindrup asked how all the traffic is going to flow off that one road.
- 28 • R Call said it is not a city ordinance. The fire marshall is the one that has to sign off on that. Whatever they  
29 say is what the cut off for homes will be. It is compatible with national and state code.
- 30 • D Macfarlane met with Craig Humphries, Logan Fire Chief, he said the International Fire Code allows  
31 about 30 homes before a second access is required; but, if they are moving towards more homes, then  
32 another exit will be required before those other homes can be built.
- 33 • Mike Small, 300 E. 370 N., asked where the traffic for trucks and equipment will go. Roads are going to be  
34 warped, heavy loads will concave the roads, dirt and debris will be an issue. He would like to see another  
35 route out of the City. The speed limit on 300 East is 25 mph and people speed on that road already.
- 36 • J Baldwin said the contractor will have the responsibility to keep it clean if he gets it dirty.
- 37 • Karen Bindrup asked who was going to enforce that. R Eck said he will enforce it.
- 38 • M Small asked about SWPPP. R Eck said by state law they have to follow SWPPP.
- 39 • D Macfarlane said if the developer isn't following the SWPPP, they will be fined.
- 40 • R Eck said in Providence, he adheres to all requirements.
- 41 • J Russell said if there is a problem with traffic and speed, law enforcement needs to be notified.
- 42 • M Small said it isn't being enforced. Law enforcement is there 3 – 4 times a day, but people still speed,  
43 construction trucks are hauling open loads. Adding 33 more homes will increase traffic load on the main  
44 300 East road.
- 45 • Erwin Fredrick asked about water. Thirty three homes going in now, 280 coming in later, wonders where  
46 all the culinary water will come from.
- 47 • R Eck said the City currently has culinary water rights sitting in non-use status. The Councils and the  
48 Mayors have been very diligent in obtaining water rights. The developer will also have to bring water  
49 rights. A subdivision came in on the west side of town, the developer was asked to bring secondary water.  
50 The City now has a pond and pumping system which waters the park and 12 properties. That is no longer  
51 coming out of culinary water supply. Braegger Park is also being watered with 100% irrigation water.  
52 Water conservation has to be observed. Irrigation shares will now be used for outside water to save  
53 culinary water for indoor use.
- 54 • Mayor said this development is bringing shares and as far as the rest of the mountain, Stan Checketts

1 does have water shares and when he develops that property, he will have to bring the water to support  
2 the development.

- 3 • Sharyl Eames, lives on 4<sup>th</sup> south 100 east, with all construction on south bench many trucks go up and  
4 down the street. When the trucks are going slow, she calls the company and thanks them. She feels that  
5 encourages the trucks to slow down.
- 6 • Cindy Miller asked if speed bumps could be installed on 300 East.
- 7 • R Eck did a traffic study on 300 east. Average speed is 27 mph from 200 N to 500 N. The study was done  
8 for over a month. First week the radar speed sign was operating in stealth mode, which means speed was  
9 not flashing. Most people just ignored it. Then for 3 weeks it ran with the speed lit up. The average speed  
10 was 27mph. He will put these signs up anywhere in the city where there is a request.
- 11 • Ned Miller said he loves to see law enforcement on that road and encouraged the Council to keep law  
12 enforcement there. He felt it might be a good idea to bring secondary water in while the roads are dug up  
13 and the trenches are there.
- 14 • Eric Waterson, found out about the subdivision at church. Initially, he was concerned. He grew up playing  
15 in those hills. As he has talked with the developers, he feels the City has done an amazing job in bringing  
16 this development. He feels the developers have gone above and beyond requirements for water, sewer,  
17 ect., and he wants to live in that subdivision.
- 18 • J Drew said it is nice to know that people want to live in Providence.

19 Public hearing closed at 7:05 pm.

20  
21 **Business Items:**

22 **Item No. 1. Resolution 028-2015:** The Providence City Council will consider for adoption a resolution approving an  
23 Annexation Agreement establishing conditions for future development on property generally located at  
24 (approximately 500 North 400 East); and comprised of Parcel No.s 02-004-0013, 02-004-0014, 02-005-0003, 02-  
25 004-0015, 02-004-0019.

26 **Motion to consider Resolution 028-2015: R Call, second – J Baldwin**

- 27 • J Baldwin commented that the developer has complied exactly as requested.

28 **Vote:** Yea: B Bagley, B Baldwin, R Call, J Drew, J Russell  
29 Nay: None  
30 Abstained: None  
31 Excused: None  
32

33 **Item No. 2. Ordinance No. 2015-018:** The Providence City Council will consider for adoption an ordinance granting  
34 a petition for annexation and annexing the property described in the petition located adjacent to the northeast  
35 boundary of Providence City (approximately 500 north 400 east); and is comprised of Parcel No.s 02-004-0013, 02-  
36 004-0014, 02-005-0003, 02-004-0015, 02-004-0019; containing 32.22 acres.

37 **Motion to adopt Ordinance No. 2015-018: J Russell, second - R Call**

- 38 • J Russell felt this was very well thought out, including the zoning. The Council did not feel any pressure to  
39 succumb to the developers wishes. He thanked the City Administration and Public Works Director for  
40 thinking ahead and anticipating the needs of the city. He does not recommend this be zoned SFL.
- 41 • B Bagley met with Mr. Skinner and Mr. Macfarland early on and they have done a lot of work to make this  
42 work for Providence City. When he first moved to Providence, he was the last house going east on his  
43 street. He did not want any development coming in, but development is going to happen, it is our  
44 responsibility to be prudent stewards of the water and land. This has been done the right way. It will  
45 benefit the City and the citizens.
- 46 • J Baldwin also agreed that negative impact has been mitigated by City staff and the developer has been  
47 more than cooperative with the City in bringing in this annexation. As long as development is done  
48 correctly and in compliance with the ordinances it will happen.

49 **Vote:** Yea: B Bagley, B Baldwin, R Call, J Drew, J Russell  
50 Nay: None  
51 Abstained: None  
52 Excused: None  
53

54 **Staff Reports:** Items presented by Providence City Staff will be presented as information only.

1 R Eck:

- 2 • Updated Council on 165 utility bore. Punched through in three days. Water lines are in and they are
- 3 starting on sewer lines.
- 4 • All infrastructure is now in on 10<sup>th</sup> South and 300 East.
- 5 • High density mineral bond is going in now throughout town.
- 6 • Two inch pressure reducing valve on 100 East and Canyon Road finally failed this afternoon. There will be
- 7 a replacement in the morning. There will be a 3-4 hour water shut-off while that is being fixed.
- 8 • J Drew asked about 300 East/10<sup>th</sup> South. R Eck said it will be paved next week.

9 S Bankhead:

- 10 • June 30 financial statement before the Council is not the official June 30<sup>th</sup> statement that comes out after
- 11 the audit. This is a tentative statement.
- 12 • B Bagley asked if fireworks restrictions are being posted.
- 13 • S Bankhead said they are on the website and emailed them to Brent Speth. He is taking a copy to the
- 14 different vendors throughout the city.
- 15 • S Bankhead will contact the newspaper and ask the radio to do a PSA about it.
- 16 • B Bagley asked about the individual that was going to come and address the Council about a notification
- 17 system?
- 18 • S Bankhead said the Smithfield City Recorder is trying to help us find contacts for that.

19  
20 **Motion to close: J Baldwin, second – R Call**

21 **Vote: Yea: B Bagley, B Baldwin, R Call, J Drew, J Russell**

22 **Nay: None**

23 **Abstained: None**

24 **Excused: None**

25  
26 Meeting adjourned at 7:20 pm.

27 Minutes recorded and prepared by C Craven.

28  
29  
30  
31 \_\_\_\_\_  
Don W. Calderwood, Mayor

\_\_\_\_\_  
Skarlet Bankhead, City Recorder



# Providence City

15 South Main Street  
Providence, UT 84332  
(435) 752-9441 • Fax: (435) 753-1586

## PROVIDENCE CITY COUNCIL NOTICE OF PUBLIC HEARING

Hearing Description: Proposed Budget Adjustment for Fiscal Year 2016, moving money that was allocated for projects that were to start during the 2015 Budget year and are continuing during the 2016 Budget year.

Affected Fund(s): Capital Project, Water, Sewer, and Storm Water

Hearing Date: Tuesday, August 11, 2015

Hearing Time: 6:15 p.m.

Hearing Location: Providence City Office Building, 15 South Main, Providence UT

The purpose of the public hearing is to provide an opportunity for anyone interested to comment on the proposed budget adjustment for Fiscal Year 2016 for the Capital Project, Water, Sewer, Storm Water Funds before action is taken. The City Council invites you to attend the hearing in order to offer your comments/suggestions.

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.

Thank you,

Skarlet Bankhead  
City Administrator/Recorder

Herald Journal Publication Date: August 4, 2015

Posting Date: August 3, 2015

### Posting Locations:

1. Providence City Office Building, 15 South Main
2. Providence Post Office, 411 W 100 North
3. Providence City Public Works Facility, 350 East Center

Also posted on [www.providencecity.com](http://www.providencecity.com) and the Utah Public Notice Website



## Resolution 029-2015

A RESOLUTION AMENDING THE PROVIDENCE CITY 2016 BUDGETS FOR CAPITAL PROJECT FUND, WATER FUND, SEWER FUND, AND STORMWATER FUND

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Providence had several projects that had money allocated in the 2015 Budgets:

- The following projects were not completed during the 2015 Budget Year and are continuing into the 2016 Budget Year.

Fund	Line item	2015 Budget	2015 Actual	Balance	Project
Capital Project	Capital Purchases	\$693,800	\$642,166.57	\$51,633.43	164 Gateway Building remodel
Water	Capital Outlay - Other	\$293,000	\$267,685.22	\$25,314.48	164 Gateway Building remodel
Water	Storage & Construction	\$500,000	\$204,824.88	\$295,175.12	Edgehill Project and HWY 165 Utility Crossing
Sewer	Capital Outlay – Engineering	\$30,000	\$23,031.96	\$6,968.04	Proposed Hyrum, Nibley, Providence Wastewater Treatment
Sewer	Capital Outlay - Special	\$173,000	\$158,089.94	\$14,910.06	164 Gateway Building remodel
Sewer	Sewer Construction	\$82,000	0.00	\$82,000	HWY 165 Utility Crossing
Storm Water	Capital Outlay	\$18,000	\$16,328.30	\$1,671.70	164 Gateway building remodel

WHEREAS the following 2016 Budget adjustments are requested:

- Capital Project Fund adjustment:
  - Revenue – increase prior years funds from 0 to \$51,600
  - Expenses – increase Administration Construction – Improvements from 0 to \$51,600
- Water Fund adjustment:
  - Revenue – Increase prior year funds from 0 to \$320,500
  - Expenses – Increase Capital Outlay other from \$50,000 to \$25,300
  - Expenses – Increase Storage and Construction from 0 to \$295,200
- Sewer Fund adjustment:
  - Revenue – Increase prior year funds from 0 to \$103,900
  - Expense – Increase Capital Outlay – Engineering from 0 to \$7,000
  - Expense – Increase Capital Outlay – Special from 0 to \$14,900
  - Expense – Increase Sewer Construction – from 0 to \$82,000
- Storm Water Fund Adjustment
  - Revenue – Increase prior year excess from 0 to \$1,600
  - Expenses – Increase Capital Outlay from 0- to \$1,600

THEREFORE be it resolved by the Providence City Council:

- The above listed adjustments are approved.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 11 day of August, 2015.

Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

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Don W Calderwood, Mayor

Attest:

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Skarlet Bankhead, Recorder

## Resolution 030-2015

A RESOLUTION APPOINTING GAIL TROWBRIDGE TO THE PROVIDENCE HISTORIC PRESERVATION COMMISSION.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses.

WHEREAS Providence desires to fill a vacancy on the Providence Historic Preservation Commission.

- Providence City Code 2-3-2:A. states, *"The Commission shall consist of five (5) members, with a demonstrated interest, competence or knowledge of historic preservation to be appointed by majority vote of the City Council, upon recommendation from the Mayor."*
- Gail Trowbridge has expressed an interest in serving on the Historic Preservation Commission.
- Mayor Calderwood requests that the City Council consider Gail Trowbridge for appointment as a member of the Providence Historic Preservation Commission.

THEREFORE be it resolved by the Providence City Council:

- The Gail Trowbridge shall be appointed as a member of the Providence Historic Preservation Commission with her term expiring August 31, 2018.
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 11 day of August, 2015.

Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

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Don W Calderwood, Mayor

Attest:

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Skarlet Bankhead, Recorder

## Resolution 034-2015

### A RESOLUTION APPOINTING WILLIAM BAKER AS AN ALTERNATE MEMBER OF THE PROVIDENCE CITY PLANNING COMMISSION

WHEREAS there is a vacancy on the Providence City Planning Commission for an alternate member:

- Providence City Code 2-1-1:C. states *"the City Council may appoint one (1) or two (2) alternate members of the Planning Commission, who shall serve in the absence of a member or members of the Planning Commission under rules established by the Planning Commission."*
- William Baker has expressed interest in serving on the Planning Commission.
- Mayor Calderwood requests that the City Council consider William Baker for appointment as an alternate member on the Providence City Planning Commission.

THEREFORE be it resolved by the Providence City Council:

- William Baker was considered for appointment to the Providence City Planning Commission as an alternate member; and
- William Baker is hereby appointed to serve as an alternate member, with his term beginning August 11, 2015 and expiring August 31, 2018; and
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this 11 day of August, 2015.

#### Council Vote:

Bagley, Bill	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Baldwin, Jeff	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Call, Ralph	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Drew, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent
Russell, John	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Excused	<input type="checkbox"/> Abstained	<input type="checkbox"/> Absent

Providence City

\_\_\_\_\_  
Don W Calderwood, Mayor

Attest:

\_\_\_\_\_  
Skarlet Bankhead, Recorder



Resolution 031-2015

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR the BUNGALOW SUBDIVISION. A 2-LOT RESIDENTIAL SUBDIVISION LOCATED GENERALLY AT 486 CANYON ROAD.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

WHEREAS Bungalow Properties, represented by Paul Saunders, is requesting approval of the attached Development and Public Improvement Installation Agreement for Bungalow Subdivision.

- Providence City Code 11-3-3:C states
  - Development Agreement: The developer shall enter into and sign an agreement with the City, which shall indicate a timetable for completion of the final improvements as listed in the preliminary and final plat. This agreement will be submitted to the City Council for approval.
- The Providence City Planning Commission will consider approval of the Final Plat for the Bungalow Subdivision during their August 12, 2015 meeting.
- The construction drawings are being reviewed by the City Engineer and Public Works Director.
- The attached Development Agreement has been reviewed by the Developer and Executive Staff.

THEREFORE be it resolved by the Providence City Council:

- The request by Paul Saunders shall be granted and the attached Development Agreement shall be approved.
- The Mayor and City Recorder are hereby authorized to execute said agreement.

Passed by vote of the Providence City Council this 11 day of August, 2015.

Council Vote:

Bagley, Bill	( ) Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Baldwin, Jeff	( ) Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Call, Ralph	( ) Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Drew, John	( ) Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Russell, John	( ) Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Providence City

\_\_\_\_\_  
Don W Calderwood, Mayor

Attest:

\_\_\_\_\_  
Skarlet Bankhead, Recorder

**DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION  
AGREEMENT FOR BUNGALOW SUBDIVISION**

This DEVELOPMENT AGREEMENT (hereinafter "Agreement") is entered into this \_\_\_\_ day of August, 2015, by and between Bungalow Properties LLC, a Utah limited liability company, and the City of Providence (hereinafter "City"), a municipal corporation.

**RECITALS**

- A. WHEREAS, the Developer is the owner of certain parcels of real property (the "Development Property") located within the corporate limits of the City;
- B. WHEREAS, the City is a Utah municipal corporation that has jurisdiction over the development of the Development Property;
- C. WHEREAS, the Developer has submitted to the City a final plat of the Development Property and the City's Land Use Authority has approved the final plat for the Development (hereinafter "Final Plat") in accordance with applicable Subdivision Ordinances of the City. A copy of the fully executed Final Plat is on file at the City Offices;
- D. WHEREAS, the Developer has submitted to the City proposed construction drawings and the City has approved the same (hereinafter "Approved Construction Drawings"). A copy of the Approved Construction Drawings is on file at the City Offices;
- E. WHEREAS, the Developer, pursuant to this Agreement and the requirements associated with the approved Final Plat, Construction Drawings and relevant City Ordinances, agrees to construct certain public improvements, including, but not limited to improvements in access, streets, water, sewer, utilities, parks, trails, street lights etc.;
- F. WHEREAS, pursuant to City Ordinances, Developer is required to furnish security of performance to secure the completion of all of the required Public Improvements and a warranty bond to protect against defects in those improvements;
- G. WHEREAS, the parties understand and intend that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of Utah Code Ann. § 10-9a-102 (2008).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. PUBLIC IMPROVEMENTS**

Developer agrees to construct all Public Improvements as required by City Ordinances and this Agreement (hereinafter "Public Improvements") and in conformance with the Construction Plans, Final Plat, Providence City Corporation Department of Public Works Standards and Specifications Manual (hereinafter "Standards and Specifications Manual") and all other applicable City, State and Federal Codes and regulations. The parties agree and acknowledge that the following Public Improvements required in this Agreement and pursuant to the Final Plat and Approved Construction Drawings are lawful exactions under Utah Code Ann. § 10-9a-508 (2009).

- 1.1 Street Improvements.** Final Plat and Approved Construction Drawings require that the developer dedicate right-of-way. However, no additional street improvements (other than repairs necessary to install utilities, such as: water and sewer service laterals) are required.

- 1       **1.2 Culinary Water Improvements.** Developer agrees to install the following culinary water  
2 improvements in accordance with the Standards and Specifications Manual and as shown on the  
3 Approved Construction Drawings:  
4       **1.2.1** Developer agrees to install a water service lateral into Lot 1. The water service lateral for  
5 Lot 2 is existing.  
6  
7       **1.3 Fire Protection.** The Developer also agrees to control weeds, trash, and other debris on site and  
8 in accordance with Providence City Code Title 4 Public Health and Safety until such time that  
9 Developer no longer holds an ownership interest in the site.  
10  
11       **1.4 Sanitary Sewer Improvements.** Developer agrees to install the following sanitary sewer  
12 improvements in accordance with the Standards and Specifications Manual and as shown on the  
13 Approved Construction Drawings: Developer agrees to install a sewer service lateral into Lot 1.  
14 The sewer service lateral for Lot 2 is existing.  
15  
16       **1.4.1 Inspection at Developer's Expense.** Developer acknowledges and agrees that the  
17 installed sanitary sewer improvements must be inspected before the trench is  
18 backfilled. Developer agrees that it will request an inspection and will be responsible for  
19 payment for the same.  
20  
21       **1.4.2 Acceptance.** Before the sanitary sewer improvements will be accepted by the City, the  
22 Developer, at its own expense, shall visually image the entire line and will label and  
23 furnish an acceptable copy of the media to the City. Developer acknowledges and  
24 agrees that the City must accept the test results prior to any unit being connected to the  
25 line and before asphalt is installed. Test results must be accepted by the City prior to the  
26 acceptance of the minimum improvements.  
27  
28       **1.5 Water Requirement.** Pursuant to Providence City Ordinance § 8-1-21, a minor subdivision which  
29 has a projected indoor and outdoor water usage of less than eight acre-feet may be exempt from  
30 the foregoing requirement to provide indoor and outdoor water, upon a finding and waiver by  
31 the CWA (Culinary Water Authority) and the City Council.  
32  
33       **1.6 Irrigation Waterways, Private Laterals**  
34  
35       **1.6.1 Private Laterals.** Developer acknowledges and agrees that irrigation ditches within the  
36 City are private water laterals and the City has no responsibility or liability associated  
37 with the location and function of the same. Likewise, Developer acknowledges and  
38 agrees that the City has no responsibility or liability for any changes in irrigation  
39 waterways or assumed waterways right of way.  
40  
41       **1.6.2 Maintenance and Repair.** Developer acknowledges and agrees that the maintenance  
42 and repair of the irrigation waterways is the sole responsibility of the irrigation Water  
43 Company and/or Developer. Likewise, Developer acknowledges that the City has no  
44 responsibility or liability for the proper maintenance and repair of the irrigation  
45 waterways and should the waterway fail for any reason, including but not limited to  
46 design, vandalism, acts of nature, and/or negligent repair or maintenance.  
47  
48       **1.6.3 Existing Waterways.** Developer agrees to locate and protect existing irrigation  
49 waterways and re-route and/or repair as necessary.  
50  
51       **1.7 Parks and Trails.** Not required for this Development.  
52  
53       **1.8 Landscaping.** Not required for this Development.

1  
2       **1.9      Street Lighting.** Not required for this Development

3  
4       **1.10     Street Signs.** Signs are not required for this Development

5  
6       **1.11     Off Site Infrastructure Requirements.** There are no off site infrastructure requirements for this  
7       Development

8  
9       **SECTION 2.      CONSTRUCTION PERIOD**

10  
11       **2.1      Two Year Construction Period for Completion of Public Improvements.** Pursuant to Providence  
12       City Code § 11-5-3, construction of the Public Improvements must be completed within two  
13       years of the date the Approved Construction Drawings were signed by the City Engineer.  
14       Developer agrees to complete all required Public Improvements to the furthestmost structure no  
15       later than the \_\_\_\_ day of August, 2017.

16  
17       **2.2      Pre Construction Meeting.** Developer agrees to schedule and attend a Pre-Construction Meeting  
18       with the general contractor for the Development and City Staff prior to beginning any  
19       construction in the Development, including grading and trenching. Developer agrees to notify  
20       the general contractor and all appropriate subcontractors for the Development of their required  
21       attendance at the Pre Construction Meeting and that no construction can commence until after  
22       that meeting.

23  
24       **2.3      Storm Water Control/Best Management Practices.**

25  
26       **2.3.1     Storm Water System.** Developer will comply with all storm water requirements in Title  
27       7, Chapter 8 of the Providence City Code and shall install a storm water system in  
28       accordance with the Providence City Corporation Department of Public Works Standards  
29       and Specifications Manual and as shown on the Approved Construction Drawings.

30  
31       **2.3.2     Best Management Practices.** Developer agrees to comply with all relevant best  
32       management practices identified in the Storm Water Pollution Prevention Plan.

33  
34       **2.3.3     Maintenance of Infrastructure.** Developer agrees to perform routine maintenance of  
35       infrastructure as required by the City's Public Work's Director while the development is  
36       under construction and until the development is accepted by the City. Such  
37       maintenance may include, but is not limited to snow removal, cleaning of gutters and  
38       drop boxes, and maintaining water facilities.

39  
40       **2.4      Sale of Lots/Building Permits.** The Developer may sell lots within the Development and the City  
41       may issue building permits in accordance with Providence City Ordinance § 11-5-2 and Utah State  
42       Code § 10-9a-802.

43  
44       **2.5      As Built Construction Plans.** Developer agrees to provide the City with accurate as built drawings  
45       as required by Providence City Code § 11-5-3(B).

46  
47       **SECTION 3.      INSPECTION, ACCEPTANCE AND WARRANTY PERIOD FOR PUBLIC IMPROVEMENTS**

48  
49       **3.1      Inspection.** Pursuant to Providence City Code § 11-5-3, Developer agrees to request an  
50       inspection of all Public Improvements by the City at the completion of construction, or prior to  
51       the end of the two year construction period identified in § 2.1.

52  
53       **3.2      Acceptance.** The parties acknowledge and agree that the Development will not be accepted by



the City until the City Engineer has provided the parties with a signed statement that the Public Improvements have been completed. Developer agrees to request this statement from the City Engineer upon completion of the Development.

- 3.3 Warranty Period.** Pursuant to Providence City Code § 11-5-5, Developer agrees to provide the City with a one (1) year written guarantee for all Public Improvements wherein Developer agrees to repair or replace any and all Public Improvements that are determined by the City to be defective within the one (1) year warranty period.

**3.3.1 Contents of Guarantee.** Developer shall warrant that the Public Improvements shall remain in good condition and free from all defects in performance, materials and workmanship during the Warranty Period except where such damage or defects are caused by verified acts of misuse, vandalism, or negligent acts of parties other than those associated in any way with the design, construction, and/or materials used in Development, including but not limited to Developer, subcontractors, engineers, consultants etc.

**3.3.2 Warranty Period.** The Warranty Period shall commence upon the date of written acceptance of the Public Improvements by the City and shall expire one (1) year thereafter.

#### **SECTION 4. SECURITY OF PERFORMANCE**

- 4.1 Public Improvement Completion Security.** Pursuant to Providence City code § 11-5-7 and in order to assure the City that all Public Improvements are constructed in conformance with all relevant City ordinances regulations and standards, Developer agrees to provide security of performance. In the event that Developer fails to fulfill its obligations under the Agreement, Final Plat, Approved Construction Drawings or relevant City, State or Federal Code, the City, in its sole discretion, shall have the right to construct or cause to be constructed any and all incomplete Public Improvements.

**4.1.1 Amount Required.** Developer agrees to provide security of performance in a form that is acceptable to the City and in the amount of \$9,554.00, which amount is not less than 110% of the reasonable value of the Public Improvements as determined by the City Engineer.

- 4.2 Foreclosure on Security.** In the event the Developer fails to pay the City within sixty (60) days of receipt of the City's written demand for payment, the City may foreclose on the Public Improvement Completion Security; provided, however, the City may foreclose or otherwise take any necessary steps prior to the end of this sixty (60) day period to protect the City's claims in the security from lapsing or expiring.

**4.2.1 Costs/Indemnification.** Developer shall be liable to the City for any and all costs incurred by the City associated with the construction of any and all incomplete Public Improvements, including, but not limited to engineering, legal and contingent costs together with any damages which the City may sustain on account of Developer's failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all damages incurred associated with any and all incomplete Public Improvements.

#### **SECTION 5. WARRANTY BOND**

- 5.1 Warranty Bond.** Pursuant to Providence City Code § 11-5-7(A), Developer agrees to tender to, and name the City as beneficiary to, a three year Warranty Bond.

1  
2           **5.1.1 Amount Required.** Developer agrees to tender to the City a Warranty Bond in the  
3 amount of \$869.00, which amount is not less than 10% of the estimated cost of the  
4 construction of the Public Improvements.  
5

6           **5.2 Public Improvement Repair Notice.** In the event that the City discovers any defects in any of the  
7 Public Improvements during either the construction period or during the Warranty Period the  
8 City shall provide Developer with written notice of such defects.  
9

10           **5.2.1 Form of Notice and Time to Repair/Replace.** The notice furnished by the City shall be in  
11 substantially the same form as the form attached hereto as **Exhibit "A"**. Developer  
12 agrees to repair or replace the defective Public Improvement(s) within ninety (90) days  
13 of receipt of Public Improvement Repair Notice.  
14

15           **5.3 Foreclosure on Warranty Bond.** If Developer fails to repair or replace the defective Public  
16 Improvement to the satisfaction of the City and within the ninety (90) day time frame identified  
17 in § 3.3.1, the City may cause the defective Public Improvement(s) to be repaired or replaced and  
18 foreclose on the Warranty Bond. The City may, in its discretion, use the Warranty Bond funds for  
19 purposes of paying for the repair or replacement of the defective Public Improvement(s) or  
20 reimbursing the City for funds spent by the City for the repair or replacement of the defective  
21 Public Improvement(s).  
22

23           **5.3.1 Costs/Indemnification.** Developer shall be liable for any and all costs incurred by the  
24 City associated with constructing and/or repairing any and all defective or incomplete  
25 public improvements, including, but not limited to engineering, legal and contingent  
26 costs together with any damages which the City may sustain on account of Developer's  
27 failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all  
28 damages incurred associated with any and all incomplete Public Improvements.  
29

30           **5.3.2 Deficiency.** Developer agrees to pay the City for any and all costs associated with the  
31 repair or replacement of defective Public Improvement(s) that are not paid for from the  
32 Warranty Bond. City must utilize all available Warranty Bond funds in paying for the cost  
33 of repair or replacement of defective Public Improvement(s) before seeking any  
34 deficiency amounts from Developer.  
35

36           **5.4 Public Safety.** The parties agree that the City may impose a time frame less than ninety (90) days  
37 upon Developer to repair or replace defective Public Improvements that the City reasonably  
38 determines poses a threat to public safety.  
39

40           **5.4.1 Notice.** The City shall notify the Developer, by whatever means are reasonable under  
41 the circumstances, of the new time frame for which repair or replacement of the  
42 defective Public Improvement(s) must take place. In emergency situations that pose an  
43 immediate threat to public safety, the City may, without notice to Developer,  
44 immediately repair or replace any defective Public Improvement causing the emergency  
45 situation. The City shall notify the Developer as soon as reasonably possible under the  
46 circumstances about the emergency condition.  
47

48           **5.4.2 Developer's Obligation Upon Receipt of Notice.** Within 48 hours of receipt of the City's  
49 notice of the shorter time frame referenced in § 5.4.1, Developer shall provide the City  
50 with either reasonable assurances that the defective Public Improvement(s) will be  
51 repaired or replaced within that time frame or authorize the City to repair or replace the  
52 Defective Public Improvements. If the Developer fails to provide reasonable assurances  
53 or authorize the City to repair or replace the defective Public Improvement(s) within 48

hours of receipt of the City's notice, the City may elect to repair or replace the defective Public Improvement(s) and foreclose on the Warranty Bond for purpose of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for the same.

#### SECTION 6. CITY PARTICIPATION IN CONSTRUCTION COSTS OF IMPROVEMENTS

The parties agree and acknowledge that the City will not be sharing in the development costs for the Public Improvements with the Developer. The City does not have any obligation to pay, or reimburse, Developer for any costs associated with the Public Improvements. Likewise, the City does not have any obligation to construct any of the Public Improvements or furnish any labor and/or materials for the construction of the same.

#### SECTION 7. APPLICATION UNDER FUTURE LAWS

Without waiving any rights granted under this Agreement, Developer may at any time choose to submit a development application for some or all of the Development Property under the City's future laws in effect at the time of that application. Any Development application submitted under the City's future laws shall be governed by all portions of the City's future laws related to the development application.

#### SECTION 8. EXPIRATION OF FINAL PLAT DEVELOPMENTAL RIGHTS

Pursuant to Providence City Ordinance § 11-3-3, an approved Final Plat will be void if it is not recorded within one (1) year of approval of this Agreement by the City Council. Developer agrees and acknowledges that any vested right to proceed with the development of the Development Property will terminate upon the expiration of the Final Plat.

#### SECTION 9. MISCELLANEOUS

The following provisions are an integral part of this Agreement:

- 9.1 Entire Agreement/Amendment.** With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the parties' entire agreement, and may not be altered, modified or amended except as identified herein. All prior and contemporaneous agreements, arrangements and understandings between the parties respecting the subject matter of this Agreement are hereby superseded and rescinded.
- 9.2 Term of Agreement.** The term of this Agreement shall be until **[20 year term]**. If as of that date Developer is not in default, or if any such default is not being cured, then this Agreement shall be automatically extended until **[30 year from date of agreement signed]**. This Agreement shall terminate automatically at build out, meaning the completion of all construction on all of the Project pursuant to the Final Plat, Approved Construction Drawings and this Agreement. The parties acknowledge and agree that the term of this Agreement does not alter or impact in any way the time restraints and deadlines prescribed in City ordinances or Utah State Code and Developer acknowledges that time restraints and deadlines prescribed in City ordinances or Utah State Code will supersede the term of this Agreement.
- 9.3 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 9.4 Counterparts.** This Agreement may be executed in counterparts, and the delivery of an executed signature page via facsimile shall have the same force and effect as the delivery of an executed original.

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- 9.5 Captions.** The headings contained in this Agreement are for reference purposes only and shall not limit, expand or otherwise affect the construction of this Agreement.
- 9.6 Severability.** If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of the remaining provisions of this Agreement.
- 9.7 Governing Law and Venue.** The parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any legal action involving a dispute concerning the interpretation or enforcement of this Agreement shall be brought only in the First Judicial District Court, County of Cache, State of Utah.
- 9.8 Recitals and Exhibits.** All factual recitals set forth herein and referenced or attached exhibits shall be considered a part of this Agreement.
- 9.9 No Third Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the Developer. Further, the parties do not intend this Agreement create any third-party beneficiary rights. The parties acknowledge that the City has no interest in, responsibility for or duty to any third parties concerning the Public Improvements unless the City has accepted the dedication of such Public Improvements.
- 9.10 No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of that party to exercise at some future date any such right or other right it may have.

SIGNATURES TO FOLLOW ON NEXT PAGE



1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective,  
2 duly authorized representatives as of the day and year first herein written above.

3  
4 City of Providence

5  
6  
7 By: \_\_\_\_\_  
8 Don W. Calderwood, Mayor

9  
10 Attest: \_\_\_\_\_  
11 Skarlet Bankhead, Recorder

12 STATE OF UTAH )  
13 :  
14 County of Cache )

15  
16 On the \_\_\_\_\_ of August, 2015, personally appeared before me, Don W. Calderwood, and Skarlet  
17 Bankhead, who did say that they are the Mayor and City Recorder respectively of Providence, Utah, a Utah  
18 municipal corporation, and that the said instrument was signed in behalf of said corporation by authority of a  
19 resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the  
20 same.

21  
22  
23 \_\_\_\_\_  
24 Notary Public

25 Bungalow Subdivision

26  
27  
28 \_\_\_\_\_  
29 By: Paul Saunders  
30 Its: Manager

31  
32  
33 STATE OF UTAH )  
34 :  
35 County of \_\_\_\_\_ )

36  
37 On this \_\_\_\_\_ day of August, 2015 personally appeared before me,  
38 \_\_\_\_\_,  
39 \_\_\_\_\_ who is personally known to me  
40 \_\_\_\_\_ whose identity I proved of the basis of \_\_\_\_\_  
41 \_\_\_\_\_ whose identity I proved on the oath/affirmation of \_\_\_\_\_,  
42 and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of  
43 \_\_\_\_\_, and that said document was signed by him/her in behalf of  
44 said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors, and said  
45 \_\_\_\_\_ acknowledged to me that said Corporation executed the same.

46  
47  
48 \_\_\_\_\_  
49 Notary Public  
50 Commission Expires: \_\_\_\_\_

1  
2  
3 EXHIBIT A  
4 Form of Public Improvement Repair Notice

5  
6 [City of Providence Letterhead]

7  
8 PUBLIC IMPROVEMENT REPAIR NOTICE  
9 \_\_\_\_\_ Subdivision

10  
11 [Date]

12  
13  
14  
15  
16 Re: Notice to Replace or Repair Defective Public Improvements

17  
18 Dear \_\_\_\_\_:

19  
20 This is to notify you that pursuant to an inspection by the City of Providence of the Public Improvements  
21 installed by you in accordance with that certain PUBLIC IMPROVEMENT INSTALLATION AND DEVELOPMENT  
22 AGREEMENT (the "Public Improvement Agreement") dated \_\_\_\_\_, 20\_\_, the City of Providence has  
23 determined that certain Public Improvements installed by you are defective and require either repair or  
24 replacement. The defective Public Improvements are as follows:

25  
26 *[Set forth in detail the nature and extent of the defective Public Improvements]*

27  
28 You are hereby put on notice that unless you either repair or replace the defective Public Improvements  
29 as required by this Public Improvement Repair Notice within ninety (90) days *[or state a shorter time frame if the*  
30 *nature of the defective public improvements poses a health and/or safety hazard if not repaired before the 90 day*  
31 *period]* after your receipt of this Public Improvement Repair Notice, weather permitting, the City shall cause the  
32 Public Improvements to be repaired or replaced as set forth herein and shall draw upon the Developer Warranty  
33 Bond Funds deposited in accordance with the terms and conditions of the Public Improvement Agreement to  
34 reimburse the City for the cost of the repairs or replacement of said Public Improvements.

35  
36 Sincerely Yours,  
37 Providence City,

38  
39 By:

40  
41  
42  
43 Print Name  
44  
45